

**In The Matter Of:**  
*Brad Amos v.*  
*The Lampo Group, LLC, et al*

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*Charles L. Baum, Ph.D.*  
*January 18, 2023*

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UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

BRAD AMOS,	)	
	)	Case No. 3:21-cv-00923
Plaintiff,	)	
	)	District Judge Richardson
v.	)	
	)	Magistrate Judge Holmes
THE LAMPO GROUP, LLC,	)	
et al.,	)	Jury Demand
	)	
Defendants.	)	

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WEB CONFERENCE VIDEO DEPOSITION OF

CHARLES L. BAUM, PH.D.

Wednesday, January 18, 2023

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Patricia W. Smith, LCR, RPR, CCR

615.482.2559

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1           The web conference (Zoom) deposition of  
2 Charles L. Baum, Ph.D., was taken by counsel for the  
3 Defendants. The witness appeared via Zoom on  
4 Wednesday, January 18, 2023, beginning at 10:08 A.M.,  
5 for all purposes allowed under the Federal Rules of  
6 Civil Procedure.

7           It is agreed that Patricia W. Smith, Licensed  
8 Court Reporter, Registered Professional Reporter, and  
9 Certified Court Reporter may swear the witness, take  
10 the deposition, and afterwards reduce same to  
11 typewritten form, and that the reading and signing of  
12 the completed deposition by the witness was not  
13 discussed.

14           All formalities as to caption, certificate,  
15 transmission, filing, etc., are waived. All objections  
16 except as to the form of the questions are reserved to  
17 on or before the hearing.

18 -----  
19  
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23  
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1 THE VIDEOGRAPHER: We are on the  
2 record.

3 This is the Zoom video deposition of  
4 Charles L. Baum, Ph.D. Today is Wednesday, January 18,  
5 2023, and the time is now 10:08.

6 And will counsel please identify  
7 yourselves, state whom you represent, and then  
8 stipulate on the record that there is no objection to  
9 the court reporter administering a binding oath to the  
10 witness today via Zoom.

11 And let's start with the defendants'  
12 attorney, please.

13 MR. CROWELL: My name is Daniel  
14 Crowell. I am with Barton, attorney for defendants.  
15 Along with me, I have Stephen Stovall. And no  
16 objections to the oath.

17 MS. IRWIN: Lauren Irwin, attorney for  
18 the plaintiff, Brad Amos, with The Employment and  
19 Consumer Law Group, along with Jon Street, and no  
20 objection.

21 THE COURT REPORTER: If we are ready, I  
22 will swear Dr. Baum in.

23 THE VIDEOGRAPHER: Yes, go right ahead.

24 THE COURT REPORTER: Doctor, if you  
25 will raise your right hand.

1 CHARLES L. BAUM, PH.D.,  
2 called as a witness, having been duly sworn, was  
3 examined and testified as follows:

4 EXAMINATION

5 BY MR. CROWELL:

6 Q. Good morning, Dr. Baum.

7 A. Good morning.

8 Q. Am I pronouncing your last name correctly?

9 A. Yes.

10 Q. All right. Good. I have learned not to  
11 just assume that anymore.

12 I appreciate you being available this  
13 morning, and I appreciate the way your report is  
14 organized. I -- I think -- I mean, I know these are  
15 famous last words, but I think it will get us out of  
16 here pretty quickly today.

17 Before the deposition started, we were  
18 discussing your report, a 36-page document with the  
19 case caption on the front, entitled "Expert Report of  
20 Charles L. Baum, Ph.D.," ending on page 36 with some  
21 reference citations numbered 35 through 43.

22 Do you have a copy of that report in front  
23 of you, Dr. Baum?

24 A. I do, yes.

25 Q. Okay. Is that the expert report that you

1 have submitted in this case on behalf of the plaintiff,  
2 Brad Amos?

3 A. Yes.

4 MR. CROWELL: Okay. Let's go ahead and  
5 admit that as the first exhibit to this deposition.

6 THE COURT REPORTER: [Exhibit 1](#).

7 (Marked [Exhibit 1](#).)

8 BY MR. CROWELL:

9 Q. All right. Dr. Baum, this report, is it  
10 complete? In other words, does it have all the  
11 attachments and everything? Is it -- is it in the form  
12 in which you prepared and submitted it?

13 A. Yes.

14 Q. Okay. Do you need to update or correct  
15 anything in the report that you know of today?

16 A. No.

17 Q. Okay. And are there medical or any other  
18 reasons why you can't testify truthfully and completely  
19 today?

20 A. No.

21 Q. Okay. This report, Dr. Baum, who prepared  
22 it?

23 A. I did.

24 Q. Did you have any assistance in preparing it?

25 A. No.

1 Q. Okay. So you're the sole author of this  
2 report?

3 A. Correct.

4 Q. Okay. The scope of the report -- Dr. Baum,  
5 if you'll look on the first page, under number 2,  
6 paragraph number 2, you write: In this report, I  
7 provide an analysis of the economic losses from lost  
8 earnings and lost employment benefits for Brad Amos --  
9 Mr. Amos -- due to Mr. Amos's employment termination by  
10 the Lampo Group, or Ramsey Solutions or Dave Ramsey --  
11 hereafter, the Lampo Group -- on or around July 31,  
12 2020.

13 Is the scope of your expert opinion in this  
14 report, Dr. Baum, limited to this description in  
15 paragraph 2?

16 A. Let me answer your question this way: I  
17 don't plan to provide an opinion about liability.  
18 There are a couple of supplemental damage loss elements  
19 that I summarize at the end of the report. They're not  
20 really damage loss elements that require complicated  
21 calculations with growth rates and present value  
22 discounting. But my understanding is those are  
23 elements of damage that are being claimed in this case,  
24 and I do provide sort of an arithmetic calculation of  
25 what those damage elements are.

1 Q. Okay. Thank you. So let's do this, then.  
2 I want to get a comprehensive overview of the scope of  
3 your actual expert testimony.

4 So in this paragraph 2 you list economic  
5 losses from lost earnings and lost employment benefits.  
6 So that's -- that's two buckets.

7 What else in this report are you providing  
8 expert testimony about?

9 A. I am providing a comment on the difference  
10 in house prices for Mr. Amos, the price that he paid  
11 for his house initially and -- and -- I'm sorry -- the  
12 price that he sold his house for and the price that he  
13 would have had to pay to repurchase it.

14 An additional damage element is lost  
15 earnings that his wife might have had during this  
16 period of time.

17 I also summarize some therapy costs for  
18 Mr. Amos's son.

19 And then I comment on the fact that Mr. and  
20 Ms. Amos may seek therapy themselves, but I don't  
21 attach a dollar value to that amount.

22 Now, the house -- housing element also  
23 includes a calculation of transaction costs that were  
24 incurred to sell the home.

25 Q. Okay. So we've got economic losses from

1 lost earnings and lost employment benefits, difference  
2 in the house prices plus transaction costs, Mr. Amos's  
3 wife's lost earnings, therapy costs for their children,  
4 and potential therapy for Mr. and Ms. Amos.

5 Is that the full gamut of your expert  
6 testimony?

7 A. If you -- yes, if you said therapy for the  
8 son.

9 Q. Son. Sorry. Not kids. Son. Thank you.  
10 Okay. Perfect. Thank you.

11 All right. So in the report, Dr. Baum, we  
12 go -- if we can go to -- look at paragraph -- beginning  
13 with paragraph number 5, that begins a series of  
14 paragraphs that all start with "it is my  
15 understanding." Every paragraph begins that way, from  
16 5 all the way down to 19.

17 When you say it is your understanding, where  
18 did the information in these paragraphs come from, 5  
19 through 19? And if we need to go one by one, we can.  
20 But let's start globally.

21 A. This would be information that was provided  
22 to me either by Mr. Amos or his attorney or information  
23 that I obtained from the case-specific documents that I  
24 list in Exhibit B.

25 Q. Okay. And -- and we'll -- let's try this at

1 a high level and see where we go.

2 So with respect to information gleaned from  
3 case-specific documents that you identify in Exhibit B,  
4 did -- did that require any analysis or -- let me put  
5 it differently. Did that require any expert analysis  
6 of those documents? Or were you simply just reading  
7 the documents and gleaning information that way?

8 A. Well, I guess I would say I was -- I don't  
9 know exactly how to answer that question. I certainly  
10 examined the documents and got some information from  
11 them on amounts of earnings, for example. I suppose  
12 that could require some expert analysis for someone to  
13 know exactly which number on W-2 forms, for example,  
14 would be the relevant one.

15 But some of the information is just  
16 information that was given to me that I am assuming is  
17 true, either in the form of a telephone conversation  
18 between me and Mr. Amos or information I got from the  
19 complaint, which has some of the allegations in the  
20 case.

21 Q. With respect to information that you  
22 obtained from documents, did you have to engage in any  
23 arithmetic beyond simple addition, subtraction,  
24 multiplication, and division?

25 A. Um --



1 Q. For these paragraphs 5 through 19.

2 A. No, I don't think so. I was just either  
3 citing assumptions that I am making based on  
4 information that was provided to me; or in some cases I  
5 have reviewed W-2 forms, and I am providing information  
6 on what those W-2 forms say.

7 Q. Okay. For these -- the information in these  
8 paragraphs 5 through 19, did you independently verify  
9 any of this information that you received from  
10 Mr. Amos, his attorneys, or the documents?

11 A. Yes, in some cases I did attempt to verify  
12 this information. Now, some of this is information  
13 that is just an assumption I am making.

14 For example, in paragraph 5 I didn't  
15 independently investigate when Mr. Amos was born.

16 I obtained information about his education  
17 level from his resumé. I assume the resumé is correct,  
18 but I haven't independently investigated that.

19 In paragraph 6, for example, I do have an  
20 earnings statement that provides some information on  
21 what Mr. Amos was earning from BLT Communications. He  
22 told me that he was earning approximately \$240,000, and  
23 I put that information in this paragraph. Later, I  
24 referenced the earnings statement that shows what he  
25 actually was earning from BLT Communications.

1           Maybe as another example, in paragraph 7 I  
2   say that it's my understanding that Mr. Amos did  
3   some -- some side work for various companies. I listed  
4   those company names. I didn't investigate directly  
5   whether he did work for those companies or not, but I  
6   do have earnings statements and W-2 forms from them.  
7   And so if those statements are correct, then it looks  
8   like he did do some work for those companies as side  
9   jobs.

10   Q.           So to the extent you independently verified  
11   this information in paragraphs 5 through 19, was it  
12   using documents provided to you by Mr. Amos or his  
13   lawyers?

14   A.           Yes. It -- any investigation I would have  
15   done would have come exclusively from the items that I  
16   list in Exhibit B.

17   Q.           Okay. If any of this information in  
18   paragraphs 5 through 19 is incorrect, could that change  
19   your ultimate conclusions, your expert conclusions in  
20   this report?

21   A.           It's possible it would, but it's possible it  
22   would not. It would just depend on what the  
23   information is that is -- that is changing. Some  
24   information is key information, like the amount  
25   Mr. Amos was earning from the Lampo Group.

1           Other information, like his precise date of  
2 birth, probably isn't that important in my analysis.  
3 If he were actually born a year later or I got the  
4 month wrong, then that -- that wouldn't change the  
5 calculations.

6 Q.           Okay. So let's drill on that -- drill down  
7 on that just a bit more.

8           So if any of the dollar figures, for  
9 example, are incorrect in paragraphs 5 through 19,  
10 would that impact your ultimate expert conclusions in  
11 this report?

12 A.           It's possible. My answer is going to be  
13 kind of the same way it was before. Some of the dollar  
14 figures are important; and if they were to change, then  
15 that would affect my calculations. Some of the dollar  
16 figures are really not important.

17           For example, I reference how much Mr. Amos  
18 earned from side work from some of these third-party  
19 employers back in 2019 when Mr. Amos was in California,  
20 before he became employed for the Lampo Group. That  
21 information doesn't really play a role in my  
22 calculations. And so if earnings from side jobs back  
23 in 2018 were a little bit higher or a little bit lower  
24 than I have listed, that wouldn't affect my  
25 calculations.

1 Q. Okay. In paragraph 12 you write: It is my  
2 understanding Mr. Amos was demoted by the Lampo Group  
3 on April 9, 2020, to associate editor and was assigned  
4 demeaning work.

5 Was that information provided to you by  
6 Mr. Amos or his lawyers?

7 A. Yes.

8 Q. And were you able to independently verify  
9 whether that was true?

10 A. I did not attempt to. No, I did not.

11 Q. Same question with 13: It is my  
12 understanding Mr. Amos's employment was terminated by  
13 the Lampo Group effective July 31, 2020, and Mr. Amos  
14 believes this employment termination is discriminatory,  
15 retaliatory, and wrongful and is in violation of Title  
16 VII of the Civil Rights Act, the Tennessee Public  
17 Protection Act, and the Tennessee Human Rights Act.

18 Was that information provided to you by  
19 Mr. Amos or his lawyers?

20 A. It was provided to me by them, and I do have  
21 some documentation from some severance notices on the  
22 date on which Mr. Amos's employment was terminated.  
23 From those documents, I have concluded that his  
24 employment was terminated. I have the date for that  
25 employment termination. I don't plan on giving a legal

1 analysis as to whether that is a violation of these  
2 various statutes or not, though.

3 Q. Okay. So you're not providing any expert  
4 testimony regarding the characterization of his  
5 termination as illegal?

6 A. I think that's correct. I'm not -- I don't  
7 plan to provide an opinion on liability.

8 Q. And I'm sure the last sentence of this  
9 paragraph, the reference to Lampo Group being guilty of  
10 fraud, promissory estoppel, deceptive practices, and  
11 false pretenses, the same answer? No expert testimony  
12 regarding those issues?

13 A. That's correct. That's information I -- I  
14 obtained from the complaint.

15 Q. Okay. All right. Paragraph 15, you write:  
16 It is my understanding Mr. Amos diligently sought  
17 replacement employment in good faith.

18 Is that information provided -- was that  
19 information provided to you by Mr. Amos or his  
20 attorneys?

21 A. Yes. And in this case I do have some  
22 information on jobs that Mr. Amos applied for. I have  
23 some cover letters that Mr. Amos sent to employers of  
24 open positions. And then, of course, I also have  
25 information on Mr. Amos actually finding subsequent

1 work and who he became employed for and his salary at  
2 that next employer.

3 Q. Are you providing -- or are you intending to  
4 provide an expert opinion on whether Mr. Amos was  
5 diligent in seeking replacement employment?

6 A. I would provide an opinion on that if I were  
7 asked, yes.

8 Q. Okay. Is that opinion -- well, have you --  
9 well, strike that.

10 Does this report contain an opinion from  
11 you, an expert opinion as to whether Mr. Amos was  
12 diligent in seeking replacement employment?

13 A. I think I -- I think I would answer your  
14 question by saying I would provide an opinion that he  
15 was diligent, based on the fact that he did find  
16 replacement employment earning more than he had been  
17 earning from the Lampo Group about a year after his  
18 employment termination from the Lampo Group.

19 Q. Okay. A similar question with respect to  
20 good faith. Are you providing today an expert opinion  
21 that Mr. Amos acted in good faith in seeking  
22 replacement employment?

23 A. It would be my opinion that he did, yes.

24 Q. Okay. All right. We'll come back to that.

25 (Feedback over Zoom connection.)

1               Sorry. I was getting some feedback there.  
2               I don't know if that was me.

3               Okay. All right. Let's move on down to,  
4               now, paragraphs number 20 through 32. Each of those  
5               paragraphs begin with "according to documents I have  
6               reviewed." Just to be clear, the documents referenced,  
7               Dr. Baum, in paragraphs 20 through 32, are all of those  
8               documents listed on Exhibit B, pages 32 through 33 of  
9               your report?

10              A.            Yes, and these are all either W-2 statements  
11              or earnings statements or pay stubs.

12              Q.            Okay. And are these all documents that were  
13              provided to you by Mr. Amos or his attorneys?

14              A.            Yes.

15              Q.            Okay. Dr. Baum, on page 33 of the report,  
16              number 31, you reference a phone call with Brad Amos on  
17              October 21, 2022. Do you see that?

18              A.            Yes.

19              Q.            What did you discuss with Mr. Amos on that  
20              phone call?

21              A.            I didn't take notes from the phone call that  
22              are handwritten, but I did take the information and  
23              include it in the first paragraphs of this report that  
24              we have been discussing, where I start the paragraph by  
25              saying "it's my understanding." I spoke with Mr. Amos

1 about these case-specific details, things like who he  
2 had been employed for, the dates of those -- of that --  
3 of those stints of employment, his earnings, and his  
4 benefits, and information about some of the other  
5 damage elements, like his son going to therapy. We  
6 discussed things like that.

7 Any information that would have been  
8 pertinent for my calculations I included in the first  
9 part of this report as -- as my assumptions.

10 Q. Okay. Thank you.

11 All right. Let's move on to paragraphs 33  
12 and 34, a couple more paragraphs that begin with "it is  
13 my understanding," similar to before, Dr. Baum.

14 Let's start with 33. Where did the  
15 information in paragraph 33 come from?

16 A. This would have been -- been information  
17 that I would have discussed with Mr. Amos in our phone  
18 call. And I did have some receipts that Mr. Amos  
19 provided me about the cost of this therapy, and that  
20 should be listed in Exhibit B.

21 Q. Okay. Same question for number 34. Where  
22 did the information in number 34 come from?

23 A. This would have been from Mr. Amos and from  
24 our phone call.

25 Q. Okay.



1 A. And there is no documentation that would --  
2 would go with this paragraph.

3 Q. Okay. Got it.

4 To your knowledge, had Mr. Amos or his wife  
5 sought therapy related to his employment termination?

6 A. My understanding is they have not yet, as of  
7 the writing of this report.

8 Q. Okay. And so that -- number 34 does not  
9 factor into any of your ultimate conclusions in this  
10 report; correct?

11 A. That's right.

12 Q. Okay. And so on to number 35, similar to a  
13 question I asked earlier but a little more  
14 comprehensive. In 35 you write: In this analysis,  
15 based on the assumption that paragraphs 5 through 34  
16 are true, I calculate the economic losses to Mr. Amos  
17 from lost earnings and lost employment benefits due to  
18 his employment termination from the Lampo Group on  
19 July 31, 2020.

20 If any of your assumptions in paragraphs 5  
21 through 34 are not true, would that impact your  
22 ultimate conclusions?

23 A. It's possible it would, but it's also  
24 possible it would not. This is sort of a similar  
25 answer that I have given before. Some of this

1 information, if it were to change, would affect the  
2 calculations directly. And some of it really wouldn't  
3 affect the calculations. It's information that I  
4 provide that is background; it provides context; it's  
5 information I have considered. Some of this  
6 information, though, does not directly affect the  
7 calculations.

8 Q. Okay. If -- looking at the paragraphs  
9 related to documents. So this is paragraphs 20 through  
10 32. If any of the dollar values in those documents, or  
11 that you gleaned from those documents, are incorrect,  
12 would that ultimately change your expert conclusions in  
13 this report?

14 A. It's possible it would, but it's possible it  
15 would not. Let me give an example of each.

16 In paragraph 22 I say -- I reference how  
17 much Mr. Amos earned from a side employer, DG  
18 Entertainment Media. It's \$2,219.80. That really  
19 doesn't affect my calculations if that number is  
20 incorrect.

21 On the other hand, information in paragraph  
22 25, for what Mr. Amos earned from Mark Woollen and  
23 Associates after his employment termination, that  
24 amount does matter because I deduct that as mitigation  
25 or as an offset. And it -- and the economic losses are

1 reduced by that amount.

2 Q. Okay.

3 A. So the answer to your question is some of  
4 the numbers matter, and some of them really don't.

5 Q. Is the line of demarcation whether the  
6 numbers are pre-termination versus post-termination?

7 A. To some extent I think that's true. I don't  
8 really use the side jobs pre-termination in my  
9 calculations.

10 But I do, in one of my scenarios, project  
11 what Mr. Amos would have earned from the Lampo Group if  
12 he hadn't been terminated and if the Lampo Group had  
13 raised his salary to the level he had been earning  
14 prior to being hired there, from back when he was  
15 employed for BLT Communications. So that would be a  
16 pre-termination salary that would matter.

17 Q. Okay. Gotcha. All right.

18 All right. Dr. Baum, that's -- I wanted to  
19 get those things out of the way up front. I want to go  
20 back just a bit, and then we're going to just continue  
21 in this sort of way of moving through these paragraphs,  
22 paragraph by paragraph.

23 Back to paragraph 33, where you write it's  
24 your understanding that Mr. Amos has incurred therapy  
25 costs of \$180 per week for his son due to his

1 employment termination.

2 Were you able to independently verify  
3 that -- well, strike that.

4 Where did you get the information that  
5 Mr. Amos's son's therapy is related to his employment  
6 termination?

7 A. I would have gotten the information -- that  
8 information from Mr. Amos. I have not attempted to  
9 independently verify whether the therapy was due to the  
10 employment termination.

11 Now, I do have therapy receipts; so I do  
12 know that the therapy cost \$180 per session and it  
13 appears to have been received about once a week.

14 Q. Okay. Similar question for 34 -- strike --  
15 strike that.

16 Okay. Let's look at number 39. In  
17 paragraph 39 you reference -- you discuss, generally  
18 speaking, the scope of recoverable damages, or at least  
19 some of the recoverable damages, and you cite case law.

20 In the middle of that paragraph, you note  
21 that in some circuits, including the Sixth Circuit, if  
22 a terminated worker lost an employer-provided benefit,  
23 such as health -- health insurance coverage but did not  
24 replace that benefit after the discrimination and  
25 incurred no monetary loss for not having that benefit,

1 then the injured party is not -- I think there's a typo  
2 there -- is not be eligible to receive compensation for  
3 that benefit.

4 After Mr. Amos's employment was terminated,  
5 were there any -- to your knowledge, were there any  
6 benefits that he received at Lampo that he did not  
7 replace?

8 A. Well, my understanding is that he did  
9 replace his health insurance benefits from his  
10 employment with -- with the -- with CMT Communications  
11 Group.

12 Q. Okay.

13 A. And so it's not that he didn't replace those  
14 benefits. It's that the replacement cost was -- the  
15 cost of the benefit was lower than the cost he had been  
16 paying from the Lampo Group.

17 Q. Okay. Let me ask a similar question but a  
18 bit differently.

19 In paragraph 37 you state that the economic  
20 losses from lost earnings and lost employment benefits  
21 to Mr. Amos, you calculate them to range from \$52,537  
22 to 237 -- \$237,513. Do those -- does that -- do those  
23 calculations include any benefits that Mr. Amos had at  
24 Lampo and replaced after he was terminated?

25 A. Those totals do not include insurance costs,

1 and they do not include insurance that Mr. Amos  
2 replaced. They do include some employment benefits.

3 They include the projected value of lost  
4 retirement contributions by the Lampo Group and the  
5 value of lost contributions by the Lampo Group to the  
6 Social Security Administration on Mr. Amos's behalf.  
7 So those two totals don't include any economic losses  
8 from lost health insurance. They do include economic  
9 losses from lost Social Security retirement  
10 contributions and employer retirement contributions to  
11 a 401(k) plan.

12 Q. Okay. Do they include any other benefits  
13 beyond those you just described?

14 A. Not beyond those two, no.

15 Q. Okay. Paragraph 43, you write that  
16 Mr. Amos's earnings are assumed to have grown over time  
17 with price inflation and productivity. You then cite  
18 three sources: Becker, Ben-Porath, and Gilbert.

19 What is Becker?

20 A. These are general works in economics --  
21 they're not specific to this case -- that would provide  
22 the economic theory or the economic principles behind  
23 why a worker's earnings would go up over time.

24 Q. Okay.

25 A. It's sort of theoretical justification for

1 raising wages or earnings over time.

2 Q. Were you provided or did you independently  
3 obtain any information regarding Mr. Amos's  
4 productivity at Lampo Group?

5 A. No.

6 Q. Okay. Paragraph 44, you write: I project  
7 Mr. Amos's earnings at the Lampo Group would have  
8 increased 5 percent on August 12, 2020, upon Mr. Amos's  
9 one-year anniversary with the Lampo Group.

10 Why do you project that his earnings would  
11 have increased 5 percent on August 12, 2020?

12 A. In this first scenario -- I've got two  
13 scenarios. In this first scenario, I assume that  
14 Mr. Amos's wage base is still \$90,000, but I project  
15 the \$90,000 to go up with general wage inflation. The  
16 sources that I use for that reflect general wage  
17 inflation in the economy for the 2001 period. It shows  
18 that, on average, the typical worker received a pay  
19 increase of about 5 percent.

20 Q. Do you have any information or knowledge  
21 regarding Lampo Group's wage increases in 2020, actual  
22 wage increases?

23 A. I don't have information on that for other  
24 employees. I do have information on -- on -- from  
25 Mr. Amos on a pledge by the Lampo Group to raise

1 Mr. Amos's earnings upon his one-year anniversary and  
2 for him to begin benefiting from profit sharing and  
3 bonuses. And so I've got information specific to  
4 Mr. Amos but not for other employees.

5 Q. Okay. So beyond general wage growth in the  
6 economy and information you received from Mr. Amos, do  
7 you have any other information to support your  
8 projection that his wages would have increased  
9 5 percent on August 12, 2020?

10 A. Not from other Lampo employees, no.

11 Q. You mentioned his eligibility for profit  
12 sharing. Did profit sharing factor into your ultimate  
13 conclusions in this report?

14 A. Indirectly, I think they did. In one of my  
15 scenarios, my second scenario, I assumed that upon  
16 Mr. Amos's one-year anniversary with Lampo he would  
17 have received a significant pay increase. This is  
18 based on Mr. Amos conveying to me that Lampo Group  
19 indicated to him that he would earn an amount  
20 comparable to what he had been earning from BLT  
21 Communications prior to his employment with the Lampo  
22 Group.

23 Now, whether this salary increase in the  
24 second scenario would have come in the form of base  
25 salary increases or profit sharing or bonuses, that I



1 don't specify. But I do increase his level of cash  
2 compensation to a level comparable to what he had been  
3 earning prior to his employment with the Lampo Group  
4 from BLT Communications.

5 Q. Okay. Do you know whether Lampo Group has a  
6 profit sharing plan?

7 A. My -- my understanding is -- is that they  
8 do.

9 Q. And where did you obtain -- where did that  
10 understanding come from?

11 A. I certainly would have discussed this with  
12 Mr. Amos, and it could be information that was also in  
13 the complaint.

14 Q. Okay. Do you know -- just assume for a  
15 second that Lampo Group had a profit sharing plan. Do  
16 you know how it worked?

17 A. Not specifically, no. I have no -- no  
18 profit sharing plan description, no.

19 Q. And this goes without saying, but I'm going  
20 to ask it anyway. Do you know whether Lampo provided  
21 profit sharing to any employees in or for 2020?

22 A. My understanding is that they did. But I --  
23 I don't have information on other employees at Lampo  
24 from their payroll documents.

25 Q. Okay. Paragraph 45, you note that you

1     assume that absent Mr. Amos's employment termination he  
2     would have begun receiving retirement benefits from the  
3     Lampo Group equal to 4 percent of earnings beginning on  
4     August 12, 2020. What is that assumption based on?

5     A.           This would have been -- I would have  
6     obtained this information from conversations I had with  
7     Mr. Amos, where he conveyed to me that at the time he  
8     was employed by the Lampo Group he did not receive  
9     employer contributions to his 401(k) account; but that  
10    he had been told if he remained employed for the Lampo  
11    Group, that upon his one-year anniversary, that's when  
12    those employer contributions would have begun and that  
13    they would have been an amount equal to 4 percent of  
14    his earnings.

15    Q.           Okay. Paragraph 56, you have mentioned this  
16    a few times already. You reference in the middle of  
17    that paragraph a pledge: Mr. Amos believes that an  
18    amount was pledged to him equal to his earnings from  
19    BLT Communications.

20               And you have already testified -- but just  
21    to make sure I understand -- your understanding is  
22    that -- based on information provided by Mr. Amos -- is  
23    that Lampo pledged to match his pay from BLT  
24    Communications after one year; is that correct?

25    A.           That's the information that was -- that was

1 provided to me, yes.

2 Q. And apart from information that you received  
3 from Mr. Amos -- strike that.

4 Were you able to independently verify  
5 whether that was true or false?

6 A. No, I did not attempt to independently  
7 verify that.

8 Now, I think I probably should add that I --  
9 that I do list in Exhibit B a letter from Ramsey  
10 Solutions to Mr. Amos, that they sent him I guess upon  
11 his hire, where they provide information in a Ramsey  
12 document on what his salary would be, and they also  
13 reference sharing the profits and that employees will  
14 become eligible for profit sharing -- I guess I  
15 infer -- upon their one-year anniversary. The letter  
16 says that, specifically, Mr. Amos will become eligible  
17 for profit sharing on August the 12th, 2020, and that  
18 would be his one-year anniversary.

19 So I do have that information in addition to  
20 what I discussed with Mr. Amos.

21 Q. Okay. And so for purposes of this report,  
22 did you assume that his eligibility for profit sharing  
23 and matching his pay from BLT Communications were one  
24 and the same?

25 A. Let me answer the question this way. I

1 provide two scenarios.

2 In my first scenario, I -- I do not  
3 assume -- in my first scenario, I assume that  
4 Mr. Amos's salary from the Lampo Group would not have  
5 been raised to his -- his prior level with BLT  
6 Communications. In this first scenario, I assume that  
7 90,000 remains his wage base. It goes up a little bit  
8 upon his one-year anniversary for general wage  
9 inflation but nothing more than that.

10 In the second scenario, I do provide a  
11 calculation where upon Mr. Amos's one-year anniversary  
12 with the Lampo Group his salary is raised to the level  
13 that it had been from his prior employment with the BLT  
14 Communications Group.

15 Now, in that second scenario I don't specify  
16 whether that raise would have been due to a raise in  
17 base pay or whether it would have been due to profit  
18 sharing. It would have come from one of those sources.  
19 But specifically whether that would have been profit  
20 sharing or whether the profit sharing would have been  
21 something in addition, on top of that, that I don't  
22 specify.

23 Q. So going back to paragraph 37 again, where  
24 you provided the range of values of economic loss  
25 involved -- 52,537 to 237,513 -- is the difference in

1 those two values essentially whether he would have --  
2 whether Lampo would have matched his BLT Communications  
3 pay after one year?

4 A. That's correct. That's correct.

5 Q. Okay.

6 A. The lower figure is based on \$90,000. There  
7 really is no profit sharing in that scenario. His  
8 wages go up 5 percent with general price inflation, but  
9 I don't know that I would refer to that as a -- as  
10 profit sharing.

11 In the second scenario, his wages do go up  
12 significantly. Perhaps that comes in the form of  
13 profit sharing, but it might have come through some  
14 other mechanism. My understanding is that the Lampo  
15 Group had pledged to match his prior earnings. Whether  
16 that would have been done through bonuses or profit  
17 sharing or just an increase in base pay, that I don't  
18 know and I don't make an assumption about.

19 Q. Okay. Paragraph 57, you write: The  
20 economic losses calculated in this analysis may need to  
21 be adjusted for four factors.

22 First, you reference lost home equity equal  
23 to \$695,000 and \$48,860 in realtor fees and  
24 commissions. How did you reach those figures?

25 A. The first figure is a comparison of the sale

1 price of Mr. Amos's home, the price he sold the home  
2 for when he moved from California to Tennessee; it's a  
3 difference in that price and the price that that same  
4 house listed for sale several years later, upon  
5 Mr. Amos's return to California after his employment  
6 termination with the Lampo Group.

7 The transaction costs are from a -- I guess  
8 you would call it a mortgage statement -- a statement  
9 from a mortgage broker on what -- on what Mr. Amos  
10 incurred in order to sell his house for his move to  
11 Tennessee.

12 Q. Okay.

13 A. And my understanding is this is a damage  
14 element that Mr. Amos is claiming. He is claiming that  
15 absent the actions of the Lampo Group, he wouldn't have  
16 left California and wouldn't have sold his home.

17 Q. Okay. Let's break it down.

18 So the home equity, you said you compared  
19 the price that he sold the home for when he left  
20 California to what it was listed for sale when?

21 A. I have a statement on the house being for  
22 sale and an amount that the house was for sale for, and  
23 it's -- it's information that's in a -- I guess you  
24 would say it's an advertisement or a listing by a  
25 broker for the house. And I'm sure there is a date on

1 the brokerage form. Off the top of my head, I don't  
2 remember what that date is. But it would have been the  
3 price Mr. Amos would have had to have paid to re-obtain  
4 that house.

5 Q. Okay. So that's -- that's what it was  
6 listed for. But do you know whether the house actually  
7 sold or not?

8 A. I do not, no.

9 Q. Okay. And so, naturally, then, you don't  
10 know the amount it may have sold for.

11 A. That's correct.

12 Q. Okay. Beyond subtracting the listing  
13 price -- rather, the sale price from the listing price,  
14 did you do any other analysis to reach \$695,000?

15 A. No.

16 Q. Do you have any information about Mr. Amos's  
17 efforts to sell his home when he moved to Tennessee?

18 A. I have some information from him.

19 Q. Okay.

20 A. My understanding is he needed to sell his  
21 home. My understanding is that the Lampo Group  
22 suggested that they use a -- suggested he use a  
23 realtor -- a realtor that was a vendor recommended by  
24 them, an endorsed vendor. My understanding is he used  
25 that vendor.

1           And I do have information on the -- I've  
2   been calling them transaction costs. I think they  
3   could also be called the closing costs for that house  
4   sale. Certain realtor's fees were incurred and other  
5   transaction costs.

6   Q.           Okay. In this report are you providing any  
7   expert testimony regarding the housing market where  
8   Mr. Amos's home in California was located when he sold  
9   it?

10   A.           No.

11   Q.           Same question, but when he could have bought  
12   it back. Are you providing any expert testimony  
13   regarding the housing market in that location at the  
14   time the house was relisted?

15   A.           At this time I have not been asked to, no.

16   Q.           Okay. The transaction costs, the 48,860,  
17   other than reviewing the -- I don't know if it was the  
18   HUD statement, or whatever it was -- did you do any  
19   other analysis to reach that figure?

20   A.           I did. I did make some adjustments to those  
21   closing costs. For example, I did not include  
22   principal and interest and tax payments that are  
23   included on that statement but that Mr. Amos would have  
24   incurred whether he had sold the house or had kept the  
25   house. So I did make some adjustments or modifications



1 to that statement.

2 Q. Anything else beyond those?

3 A. No. My intent was to only capture those  
4 costs that would have been avoided if Mr. Amos had not  
5 sold the home.

6 Q. In this report are you providing any expert  
7 testimony regarding Mr. Amos's decision to leave  
8 California to take a position with Lampo in Tennessee?

9 A. Well, I think the expert opinion I might  
10 provide would be that he was attempting to mitigate his  
11 damages and he did so successfully.

12 Q. Well, so I'm -- I'm going to get to that.  
13 But I'm talking about moving from California to  
14 Tennessee. That decision. Are you providing any  
15 expert testimony about that decision, to leave  
16 California to come to Lampo?

17 A. Oh, I'm sorry. I thought you were talking  
18 about going from Tennessee back to California.

19 Q. I'll get -- I'll get to that one, yeah.

20 But, yeah, so California to Tennessee, are  
21 you providing any expert testimony on that decision?

22 A. If I understand your question correctly, I  
23 believe that -- that move was necessitated by him  
24 accepting the job with the Lampo Group.

25 Q. Okay. And what do you base that conclusion

1 on?

2 A. I guess I haven't done any independent  
3 investigating. But it was my understanding that in  
4 order to take the job with the Lampo Group, Mr. Amos  
5 had to move; that it was -- that he didn't have the  
6 option of working for the Lampo Group in California.

7 Q. Okay. And is -- is that conclusion based on  
8 information provided by Mr. Amos?

9 A. You know, I really haven't discussed that  
10 with Mr. Amos. I assumed that the move was necessary.  
11 I don't know that I asked him whether it was necessary  
12 or not.

13 Q. Okay. Now, the move back to California, you  
14 sort of already answered the question. So -- but I'll  
15 ask it again.

16 Are you providing any expert testimony  
17 regarding his decision to move from Tennessee back to  
18 California?

19 A. My testimony on that would be that was  
20 Mr. Amos's attempt to mitigate his damages, and he was  
21 successful. His new job with CMP in California more  
22 than replaced his earnings with the Lampo Group.

23 Q. When did Mr. Amos begin working at CMP?

24 A. In about July of 2021.

25 Q. And so that would have been roughly almost a

1 year after he was terminated from Lampo; correct?

2 A. Yes.

3 Q. What information have you been provided or  
4 obtained about Mr. Amos's efforts to find new  
5 employment after he was terminated by Lampo, during  
6 that, let's say, 11-month period?

7 A. I have -- I have information from Mr. Amos  
8 on different jobs he had applied for, seeking  
9 replacement employment. I've got information on who  
10 some of those employers were and cover letters that he  
11 sent to them.

12 Q. Okay. Has all the information that you  
13 have -- strike that.

14 All the information that you have regarding  
15 his efforts to seek replacement employment, has all  
16 that information come directly from Mr. Amos or his  
17 lawyers?

18 A. Yes.

19 Q. Okay. In connection with this report, did  
20 you do any kind of analysis of the job market, the  
21 relevant job market, in the Nashville area from the  
22 time he was terminated by Lampo to the time that he  
23 took the position with CMP?

24 A. I didn't do any separate analysis  
25 specifically for this case. But as a labor economist,

1 I study and examine labor markets essentially  
2 continuously. And so I am aware of what the labor  
3 market would have been like during this period of time,  
4 what various unemployment rates would have -- would  
5 have been like.

6 I am also aware, from the economics  
7 literature, how long it typically takes people --  
8 workers -- to replace earnings after an employment  
9 interruption based on information from academic  
10 studies.

11 Q. From the date that Mr. Amos was terminated  
12 until he accepted or started the position with CMP,  
13 were there any positions in the Nashville area similar  
14 to the position he held at Lampo?

15 A. I have some information on positions that  
16 Mr. Amos applied for. I haven't -- I guess they're  
17 similar in some regards. That's somewhat subjective.  
18 Certainly they were positions that he believed he was  
19 qualified for. They wouldn't have been alike in all  
20 aspects as his employment was for the Lampo Group.

21 Q. But have you -- have you done any kind of  
22 independent analysis, beyond what Mr. Amos has told  
23 you, of the positions that were available that were  
24 comparable to his position at Lampo during that period,  
25 that 11-month period?

1 A. No.

2 Q. Do you believe that Mr. Amos had to move  
3 back to California to mitigate his damages in this  
4 case?

5 A. I don't believe that he necessarily had to  
6 move back to California to mitigate his damages. But  
7 since he did mitigate his damages, from a standpoint of  
8 calculating economic losses, from an economist's  
9 standpoint, it really doesn't matter whether he  
10 mitigates damages by staying in Tennessee or moving to  
11 California. The fact that he did mitigate those  
12 damages about a year after he left the Lampo Group  
13 is -- in my opinion is quick time.

14 Q. And what's that opinion based on?

15 A. There are a number of economic studies that  
16 suggest that it takes individuals a substantial period  
17 of time to find replacement employment. And even when  
18 they do find their next job, there is often a gap in  
19 wages. There is often a difference in what they had  
20 been earning. And that wage differential or that  
21 earnings gap can persist for many years.

22 In this case, Mr. Amos found a job that more  
23 than replaced his earnings from the Lampo Group, and  
24 that's -- I said a moment ago -- it was -- it was quick  
25 time.

1           Most economic studies show that for the vast  
2 majority of workers, they continue to experience a gap  
3 or a reduction in earnings for years into the future.

4           Q.           Sitting here today, do you know whether  
5 Mr. Amos could have mitigated his damages by remaining  
6 in Tennessee, in the Nashville area specifically?

7           A.           I didn't specifically examine that. It's  
8 possible that he could have, or it's possible that he  
9 might not have. But the fact that he did completely  
10 mitigate his damages to some extent makes where he  
11 mitigated his damages, from my calculations,  
12 unimportant.

13                       MR. CROWELL: If it's okay with you  
14 guys, let's take a ten-minute break. We may be done.

15                       THE VIDEOGRAPHER: We're going off the  
16 record. The time is now 11:04.

17                       (Recess taken from 11:04 A.M. to  
18 11:18 A.M.)

19                       THE VIDEOGRAPHER: We're back on the  
20 record, and the time is 11:18.

21 BY MR. CROWELL:

22           Q.           All right, Dr. Baum. Famous last question,  
23 which usually means at least five more. But we're near  
24 the end here.

25                       In paragraph 57 -- again, we're back to

1 these adjustments for -- possibly for four factors.

2 The second possible adjustment you  
3 reference, there in the middle of paragraph 57:  
4 Ms. Amos had earned an average of \$11,720 per year as a  
5 copywriter over the 2015 to 2019 period while in  
6 California, but Ms. Amos did not have employment or  
7 earnings from the labor force while Mr. Amos worked for  
8 the Lampo Group or since Mr. Amos's employment  
9 termination from the Lampo Group, which is \$26,394 in  
10 earnings from July 31, 2020, to the writing of this  
11 report.

12 Do you know whether -- strike that.

13 Do you know why Ms. Amos was unemployed  
14 while Mr. Amos worked for Lampo?

15 A. I don't know. My understanding is that she  
16 stayed behind in California for a brief period of time  
17 but eventually moved to Tennessee.

18 But I should add that the loss period for  
19 this damage element does not run when Mr. Amos was  
20 employed for the Lampo Group.

21 Q. Okay. When does it run?

22 A. It runs from the date of his termination in  
23 2020 until the writing of this -- until the writing of  
24 the report.

25 Q. I just read that. Yeah, sorry about that.

1                   So do you know whether she has sought  
2                   employment since July 31, 2020?

3                   A.               My understanding is that she has sought  
4                   employment but has not been able to find subsequent  
5                   work like she had before her move to Tennessee.

6                   Q.               Do you know specifically whether she has  
7                   applied for comparable positions?

8                   A.               No.

9                   Q.               Okay. Do you know -- have you done any  
10                  analysis of the job openings, copywriter job -- or  
11                  comparable job openings since July 31, 2020, in  
12                  Tennessee or California?

13                  A.               No.

14                                 MR. CROWELL: Okay. All right. We are  
15                   done. Thank you so much.

16                                 Well, I'm done.

17                                 MS. IRWIN: Yeah, I've got a few  
18                   follow-ups here which shouldn't take too long.

19                                 EXAMINATION

20                   BY MS. IRWIN:

21                  Q.               Dr. Baum, could you give me a brief summary  
22                  of your educational background.

23                  A.               Yes. I went to college at Wake Forest  
24                  University. I got a Bachelor's Degree in economics and  
25                  one in political science in 1995. I went to graduate



1 school at the University of North Carolina in Chapel  
2 Hill and earned a Ph.D. in economics in May of 1999.

3 Q. Do you do any kind of continuing education?

4 A. In academics, our continuing education comes  
5 in the form and is evidenced by our publications in  
6 academic journals and peer-reviewed journals. These  
7 are articles that an economist like me would publish  
8 that involve economic research.

9 And so rather than us necessarily going back  
10 to school, our task in academics is to continue to read  
11 and research and learn and investigate. And the  
12 results of those efforts should take the form of a  
13 peer-reviewed publication.

14 Q. And have you continued to be published since  
15 obtaining your Ph.D.?

16 A. Yes. And my resumé, which is included in  
17 the report, includes my publications over the last 15  
18 or 20 years.

19 Q. Okay. Can you give me a summary of your  
20 experience since obtaining your Ph.D. in the area of  
21 economics?

22 A. I graduated with my Ph.D. in economics from  
23 UNC in May of 1999. A few months before that, Middle  
24 Tennessee State University had interviewed me and  
25 offered me a job to begin teaching at MTSU at the

1 beginning of the fall 1999 semester. I accepted that  
2 job, and I have been teaching full time as an economics  
3 professor at MTSU since the fall of 1999. I was  
4 initially hired as an assistant professor, then  
5 promoted to associate professor, and then full  
6 professor.

7 Q. Okay. As we went through this report, we  
8 talked about a number of calculations that you did.  
9 Can you explain to me what economic theories you  
10 applied to these calculations beyond just simple  
11 multiplication and subtraction?

12 A. Some of the economic theories that we use --  
13 or that I used -- include information from economic  
14 theory on wage growth rates, whether wages go up over  
15 time. I used information from economics on mitigation  
16 and the job search process.

17 There is an economic literature that I am  
18 familiar with and that I review regularly that studies  
19 how long it typically takes someone to find a job.  
20 This literature also examines how long it takes someone  
21 to find a job after losing a job and whether a wage gap  
22 typically remains.

23 If there are future lost earnings, then an  
24 economist will -- will use formulas from finance to  
25 discount values to present value. I considered this in

1     that -- I considered that in this analysis. But since  
2     Mr. Amos completely mitigated his losses by the end of  
3     2021, I did not include in my calculations lost future  
4     earnings. And so I didn't have future losses to  
5     discount to present value.

6     Q.            Okay. How are the calculations that you did  
7     in this report different than the calculations a  
8     non-economist might do?

9     A.            I evaluate factors like wage growth rates,  
10    efforts to mitigate, whether mitigation occurs, whether  
11    it occurs over a reasonable period of time. I also use  
12    some formulas from finance to include interest. This  
13    requires me to identify the appropriate interest rate  
14    and to apply interest calculations using formulas from  
15    finance.

16                  Of course, in this analysis I also looked at  
17    a number of employment documents in the form of  
18    earnings statements, pay stubs, W-2 forms, in order to  
19    identify what the appropriate levels of earnings were,  
20    what employment benefits should or should not be  
21    included.

22                  I also used some information on  
23    government-mandated benefits to appropriately value  
24    employer contributions to the Social Security  
25    Administration on Mr. Amos's behalf by his employers.

1 Q. And these are all things you have come to be  
2 familiar with through your education and experience?

3 A. Yes.

4 MS. IRWIN: Okay. That's all I have.

5 MR. CROWELL: Nothing from me.

6 THE VIDEOGRAPHER: This concludes the  
7 video deposition. The time is 11:26.

8 (Proceedings concluded at 11:26 A.M.)  
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1 E R R A T A P A G E

2 I, Charles L. Baum, Ph.D., the witness  
3 herein, have read the transcript of my testimony and  
4 the same is true and correct, to the best of my  
knowledge, with the exception of the changes noted  
below, if any:

5	Page/Line	Change	Reason
6	_____	_____	_____
7	_____	_____	_____
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20

21 \_\_\_\_\_  
CHARLES L. BAUM, PH.D.

22 Sworn to and subscribed before me, this the  
23 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

24

24 \_\_\_\_\_  
Notary Public

25 My Commission Expires: \_\_\_\_\_

Patricia W. Smith, LCR, RPR, CCR

615.482.2559

REPORTER'S CERTIFICATE

I, Patricia W. Smith, Licensed Court Reporter, Registered Professional Reporter, and Certified Court Reporter, hereby certify that I reported the foregoing proceedings at the time and place set forth in the caption thereof; that the proceedings were stenographically reported by me; and that the foregoing proceedings constitute a true and correct transcript of said proceedings to the best of my ability.

I FURTHER CERTIFY that I am not related to any of the parties named herein, nor their counsel, and have no interest, financial or otherwise, in the outcome or events of this action.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this 1st day of February, 2023.



PATRICIA W. SMITH, LCR, RPR, CCR

LCR No. 164, Expires 6/30/2024

Patricia W. Smith, LCR, RPR, CCR

615.482.2559

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